

June 28, 2010

VIA ELECTRONIC FILING

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Jocelyn Boyd, Interim Chief Clerk of the Commission
Public Service Commission of South Carolina
Post Office Drawer 11649
Columbia, SC 29211

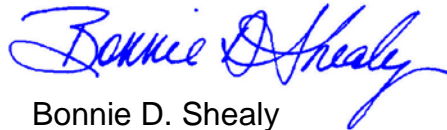
**Re: WiMacTel, Inc. Local and Long Distance Telecommunications
Certification**

Dear Jocelyn:

Attached for filing please find the application of WiMacTel, Inc. for a certificate of public convenience and necessity to provide local exchange and interexchange telecommunications services in South Carolina. WiMacTel also requests flexible regulation of its local exchange services and alternative regulation of its long distance services. We are providing a copy of the application to the Office of Regulatory Staff by copy of this letter. Should you have any questions, please contact me.

Very truly yours,

ROBINSON, MCFADDEN & MOORE, P.C.


Bonnie D. Shealy

/bds
Enclosures

cc/enc: Dan F. Arnett, ORS Chief of Staff (via email & U.S. Mail)
Nanette Edwards, Esquire (via email)
Mr. James MacKenzie (via email)
Mr. Thomas M. Forte (via email)

**BEFORE THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

APPLICATION OF WIMACTEL, INC.)	
FOR A CERTIFICATE OF PUBLIC CONVENIENCE)	
AND NECESSITY TO PROVIDE FACILITIES)	
BASED LOCAL EXCHANGE AND RESOLD LONG)	DOCKET NO. _____
DISTANCE TELECOMMUNICATIONS SERVICES)	
AND FOR FLEXIBLE REGULATION OF ITS LOCAL)	
EXCHANGE SERVICES AND ALTERNATIVE)	
REGULATION OF ITS LONG DISTANCE)	
SERVICE OFFERINGS)	

WiMacTel, Inc. ("WiMacTel" or "Applicant") pursuant to S.C. Code Ann. §58-9-280, as amended, 26 S.C. Regs. 103-823, and Section 253 of the Telecommunications Act of 1996, respectfully submits this Application for Authority to Provide Facilities Based and Resold Local Exchange Service and Long Distance Service within the State of South Carolina. In addition, WiMacTel requests that the Commission regulate its local telecommunications services in accordance with the principles and procedures established for flexible regulation in Order No. 98-165 in Docket No. 97-467-C. Pursuant to S.C. Code Ann. §58-9-585 and the general regulatory authority of the Commission. The Applicant also requests that the Commission regulate its long distance business service, consumer card, and operator service offerings as described below in accordance with the principles and procedures established for alternative regulation in Orders No. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C.

WiMacTel initially proposes to provide local service using unbundled network combinations available from BellSouth Telecommunications, Inc. and via resold services. WiMacTel may eventually provide local services via its own switching facilities. Applicant may also acquire services and facilities from other carriers operating in the State. WiMacTel also

proposes to offer resold inbound and outbound interexchange telecommunications services and operator-assisted services at transient end-user locations.

All services are available twenty-four (24) hours per day, seven (7) days a week. The Applicant will commence offering service following the granting of this application.

Approval of this application will promote the public interest by increasing the level of competition within South Carolina. This competition will mandate that all exchange telecommunications providers will operate more efficiently, enabling the consumer to benefit via reduced rates.

In support of this Application, WiMacTel respectfully states as follows:

1. The name and address of the Applicant are:

WiMacTel, Inc.
1882 Porter Lake Drive, Suite 101
Sarasota, FL 34240
Telephone: (403) 390 - 9983
Facsimile: (403) 398 - 0714
Toll Free: (888) 476 - 0881
Website: www.wimactel.com

2. All correspondence, notices, inquiries and other communications regarding this application should be sent to:

Ms. Bonnie D. Shealy
Robinson, McFadden & Moore, P.C.
1901 Main Street, Suite 1200
Post Office Box 944
Columbia, SC 29202
Telephone: (803) 779 - 8900
Facsimile: (803) 252 - 0724
Email: bshealy@robinsonlaw.com

with a copy to:

Thomas M. Forte, Consultant
Technologies Management, Inc.
2600 Maitland Center Parkway, Suite 300
Maitland, Florida 32751

Telephone: 407-740-3001
Facsimile: 407-740-0613

3. Contact person regarding ongoing operations of the Company is:

James MacKenzie
President, Chief Executive Officer and Secretary
WiMacTel, Inc.
1882 Porter Lake Drive, Suite 101
Sarasota, FL 34240
Telephone: (403) 390 - 9983
Facsimile: (403) 398 - 0714
E-mail: james.mackenzie@quortechequities.com

4. Description of Applicant

WiMacTel, Inc. is a Delaware corporation incorporated on 5/4/2010. Certificates of Incorporation and Authority to Transact Business in the State of South Carolina are attached hereto as **Exhibit A**.

5. Officers and Directors and Legal Counsel

See **Exhibit B**.

6. Customer Service

WiMacTel, Inc. understands the importance of effective customer service for local service consumers. Once it initiates operations, WiMacTel's toll free customer service telephone number will be available with live operator response during the hours of 7AM EST to 7PM EST. All afterhours and overflow will be handled by third-party providers of similar service to other carriers. The Company's toll free telephone number for customer inquiries, complaints and repair is (888) 476 - 0881. Customers may contact the company in writing at the headquarters address indicated below. The contact for resolution of customer complaints with the Commission is:

James MacKenzie
President, Chief Executive Officer and Secretary
WiMacTel, Inc.
1882 Porter Lake Drive, Suite 101
Sarasota, FL 34240
Telephone: (403) 390 - 9983
Facsimile: (403) 398 - 0714
E-mail: james.mackenzie@quortechequities.com

7. Financial Ability

WiMacTel, Inc. has sufficient financial resources to operate in South Carolina. WiMacTel attaches its most recent balance sheet as **Exhibit C**. The Company is in start-up mode and has not yet started to provide services therefore an income statement is not available. WiMacTel's has access to financial resources from its parent company, QuorTech Equities, Ltd., if needed, to provide the proposed services in South Carolina.

8. Managerial and Technical Ability

WiMacTel will initially utilize resold services and combinations of network elements provided by the underlying carrier(s). Underlying carriers will perform all local switching, routing and call completion functions. Applicant's technical and managerial personnel are well qualified to direct the delivery and billing of the proposed services, as demonstrated by the resumes provided in **Exhibit D**.

9. Proposed Service Territory & Description of Services

WiMacTel proposes to offer facilities-based local exchange service and resold long distance service. We are requesting state-wide authority to provide both local exchange and interexchange services within South Carolina. The Company plans to initially provide local service to Customer Owned Payphone locations within the present

operating areas of AT&T (BellSouth).

Long distance and Alternative Operator Services will also be offered from these same aggregator locations. The Company also proposes to provide similar services to locations throughout the entire state where the Company is not providing the local service.

Exhibit E contains the combined proposed local and interexchange tariff of WiMacTel, Inc.

10. Public Interest and Need

Approval of this application and WiMacTel's proposed tariffs will serve the public interest and offer several benefits to consumers in South Carolina. First and foremost, WiMacTel will offer its Customers the ability to have seamless service for local services as well as intrastate, interstate and international toll services.

The granting of WiMacTel's application is consistent with S.C. Code Ann. §58-9-280(B), as amended by 1996 Act No. 354, and, in that regarding WiMacTel makes the following representations to the Commission:

- A. Applicant possesses the technical, financial, and managerial resources sufficient to provide the services requested;
- B. The provision of local service by Applicant will not adversely impact the availability of affordable local exchange service;
- C. Applicant's local services will meet the service standards required by the Commission;
- D. Applicant, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and,
- E. The provision of local service by Applicant will not adversely impact the public interest.

WiMacTel's entry into the local market will not disadvantage any telephone service

providers. Incumbent LEC's are presently serving most local exchange customers in South Carolina. The history of telecommunications competition has demonstrated that as new entrants improved the price performance of service, consumers benefited from a wider choice of service and options. The resulting reduced rates that competitive pressures brought to the market stimulated demand, resulting in growing revenues for both new entrants and established firms. WiMacTel expects this same phenomena to affect local service over time, thus creating a larger market for all carriers. Therefore, the approval of WiMacTel's application is clearly in the public interest.

11. Waivers and Regulatory Compliance

WiMacTel, Inc. requests that the Commission grant it a waiver of those regulatory requirements inapplicable to competitive local service providers. Such rules are not appropriate for competitive providers and constitute an economic barrier to entry into the local exchange market.

- A. WiMacTel requests that it be exempt from any financial recording rules or regulations that require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). As a competitive provider, WiMacTel currently maintains its books and records in accordance with Generally Accepted Accounting Principles ("GAAP"). GAAP is used extensively by interexchange carriers. Since WiMacTel utilizes GAAP, the Commission will have a reliable method by which to evaluate WiMacTel's operations. Therefore, WiMacTel requests to be exempt from any and all USOA requirements of the Commission.
- B. In addition, WiMacTel requests a waiver of S.C. Reg. 103-610, and to be allowed to maintain its books and records at its headquarters location in Sarasota, FL. In the event that the Commission finds it necessary to review WiMacTel's books, this information will be provided upon request to the Commission or WiMacTel will bear the expense of travel for the Commission staff to examine the books and records located outside of South Carolina.

- C. Pursuant to 26 S.C. Reg. 103-631, WiMacTel will make arrangements with the incumbent LECs whereby the names of WiMacTel's customers will be included in the directories published by the incumbent LECs. These directories will be distributed to WiMacTel's customers. This approach is entirely reasonable and will have a direct benefit to the customers of both WiMacTel and the incumbent LECs since customers will have to refer to only one directory for a universal listing of customer information. It would be an unnecessary burden on the Applicant to require that it publish and distribute its own directory to all customers located within each exchange area, particularly since nearly all of these customers will be customers of the incumbent LECs. It is more efficient for WiMacTel to simply include its customer list in the existing directories of the incumbent LECs.
- D. WiMacTel requests a waiver of 26 S.C. Regs. 103-612.2.3, the requirement to file operating maps with the Commission and ORS. Applicant intends to offer its telecommunications services statewide.
- E. WiMacTel finally requests waivers of any reporting requirements which are not applicable to competitive providers such as WiMacTel because such requirements (a) are not consistent with the demands of the competitive market; or (b) they constitute an undue burden on a competitive provider, thereby requiring an ineffective allocation of resources.

WiMacTel reserves the right to seek any regulatory waivers which may be required for WiMacTel to compete effectively within the states' local exchange and resale market.

12. Flexible Regulation of Local Exchange Services

In Docket Number 97-467-C, the Commission approved a rate structure that incorporated maximum rate levels with the flexibility for adjustment below the maximum rate levels. The Commission determined that local tariff filings would be presumed valid upon filing, subject to the Commission's right within thirty days to institute an investigation of a tariff filing and that any such tariff filings would be subject to the same monitoring process as similarly situated competitive local exchange carriers. WiMacTel submits that as a local exchange competitor it should be subject to regulatory constraints no greater than those imposed in the above mentioned docket. The Applicant requests that its local exchange

service tariff filings be regulated under this form of flexible regulation.

13. Alternative Regulation of Business Service Offerings

In Docket No. 95-661-C in response to a Petition for Alternative Regulation by AT&T Communications of the Southern States, the Commission determined that there was sufficient competition in the market for interexchange telecommunication services to justify a relaxation in the manner in which AT&T was regulated. The Commission determined that AT&T was not required to file maximum rates for long distance business service offerings and that its tariffs be presumed valid upon filing, subject to the Commission's right within seven days to institute an investigation of the tariff filing. WiMacTel submits that as a competitor of AT&T in the market for providing telecommunication services to customers, it should be subject to no regulatory constraints greater than those imposed on AT&T. WiMacTel requests that its interexchange business services offerings described in its proposed tariff be regulated under this form of relaxed regulation.

This Application demonstrates that WiMacTel has the technical, financial and managerial resources to provide facilities-based and resold local exchange service and resold-based long distance service within South Carolina. The granting of this Application will promote the public interest by increasing the level of competition in the telecommunications markets of the state. Competition of this nature will mandate that all local telecommunications providers will operate more efficiently and improve the overall service quality for consumers.

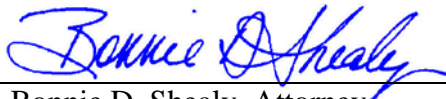
Approval of the Application of WiMacTel, Inc. will serve the public interest by offering consumers throughout the State of South Carolina a meaningful quality service option. Approval

of this Application will also benefit consumers by creating greater competition in the interexchange and local marketplace. Competition in the telecommunications marketplace inspires innovation and development of services that meet customer needs cost effectively.

Wherefore, WiMacTel, Inc. respectfully petitions this Commission for authority to operate as a provider of local exchange service and long distance telecommunications services in the State of South Carolina in accordance with this Application, for flexible regulatory treatment of its local exchange services, for alternative regulation of its long distance business service offerings, and for such other relief as it deems necessary and appropriate.

Dated this 28th day of June, 2010.

Robinson, McFadden & Moore, P.C.



Bonnie D. Shealy, Attorney
Robinson, McFadden & Moore, P.C.
1901 Main Street, Suite 1200
Post Office Box 944
Columbia, SC 29202

Telephone: (803) 779 - 8900
Facsimile: (803) 252 - 0724
Email: bshealy@robinsonlaw.com

Attorneys for WiMacTel, Inc.

WiMacTel, Inc.

SCHEDULE OF EXHIBITS

Exhibit A	Articles of Incorporation/ Certificate of Authority
Exhibit B	Officers, Directors and Legal Counsel
Exhibit C	Financial Statements
Exhibit D	Resumes of Key Employees
Exhibit E	Proposed Local and Interexchange Tariff

WiMacTel, Inc.

EXHIBIT A

South Carolina Certificate of Authority

Articles of Incorporation

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "WIMACTEL INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE FOURTH DAY OF MAY, A.D. 2010, AT 4:56 O'CLOCK P.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "WIMACTEL INC.".



4819548 8100H

100492066

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7986765

DATE: 05-11-10

RECEIVED MAY 13 2010

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:13 PM 05/04/2010
FILED 04:56 PM 05/04/2010
SRV 100460829 - 4819548 FILE

**CERTIFICATE OF INCORPORATION
OF
WIMACTEL INC.**

FIRST: The name of the corporation is WiMacTel Inc. (the "Corporation").

SECOND: The Corporation's registered office in the State of Delaware is located at 222 Delaware Avenue, 9th Floor, Wilmington, New Castle County, Delaware. The Corporation's registered agent at that address is The Delaware Corporation Agency, Inc.

THIRD: The purpose of the Corporation is to engage in any lawful acts or activities for which a corporation may be organized under the General Corporation Law of the State of Delaware, as amended from time to time (the "General Corporation Law").

FOURTH: The total number of shares of capital stock which the Corporation shall have authority to issue is Five Thousand (5,000) shares of common stock, \$.01 par value.

FIFTH: The name and mailing address of the incorporator are Marla H. Norton, P.O. Box 25130, Wilmington, DE 19899.

SIXTH: Except as otherwise provided in Section 102(b)(7) of the General Corporation Law, or in any analogous provision of any successor law, no director of the Corporation shall have personal liability to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Any repeal or modification of the foregoing paragraph, or the adoption of any provision hereof inconsistent with this Article SIXTH, shall not adversely affect any right or protection of a director of the Corporation existing hereunder with respect to any act or omission occurring prior to or at the time of such repeal or modification shall not adversely affect any right or protection of any director of the Corporation existing at the time of, or increase the liability of any directors of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

SEVENTH: The Corporation reserves the right to amend, alter, change and repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by law and all rights conferred on officers, directors and stockholders herein are granted subject to this reservation.

EIGHTH: In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to make, amend and repeal the By-Laws of the Corporation.

{BAY:01541909v1}

RECEIVED MAY 13 2010

NINTH: The election of directors need not be by written ballot unless the by-laws of the Corporation shall so provide.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of this 4th day of May, 2010


Marla H. Norton, Incorporator

{BAY:01541909v1}

TOTAL P.03

RECEIVED MAY 13 2010

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

WIMACTEL, INC.,
a corporation duly organized under the laws of the state of **DELAWARE** and issued a certificate of authority to transact business in South Carolina on **June 2nd, 2010**, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976 South Carolina Code, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
2nd day of June, 2010.


Mark Hammond, Secretary of State

Note: This certificate does not contain any representation concerning fees or taxes owed by the Corporation to the South Carolina Tax Commission or whether the Corporation has filed the annual reports with the Tax Commission. If it is important to know whether the Corporation has paid all taxes due to the State of South Carolina, and has filed the annual reports, a certificate of compliance must be obtained from the Tax Commission.

WiMacTel, Inc.

EXHIBIT B

Officers, Directors and Legal Counsel

WiMacTel, Inc.

Officers and Directors

The officers and directors of WiMacTel, Inc. may be contacted at the Company's headquarters located 1882 Porter Lake Drive, Suite 101, Sarasota, FL 34240.

Officers:

James MacKenzie	President, Chief Executive Officer and Secretary
Alvaro Quiros	Chief Marketing Officer
John Wilson	Chief Technical Officer and Director

Directors:

James MacKenzie	President, Chief Executive Officer and Secretary
Alvaro Quiros	Chief Marketing Officer
John Wilson	Chief Technical Officer and Director

Legal Counsel:

Ms. Bonnie D. Shealy
Robinson, McFadden & Moore, P.C.
1901 Main Street
Columbia, SC 29202
Telephone: (803) 779 - 8900
Facsimile: (803) 252 - 0724
Email: bshealy@robinsonlaw.com

WiMacTel, Inc.

EXHIBIT C

Financial Statements

WiMacTel, Inc.
Balance Sheet
Monthly Trend and Year To Date Fiscal 2010

ASSETS

May

CURRENT

Cash	25,000
Accounts Receivable	-
AR Allowance	-
Prepaid Items	-
Inventory	-
Due from Shareholders	-
	<u>25,000</u>

OTHER

Due From QSI	-
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CAPITAL Assets

CAPITAL Assets Accum Depreciation	-
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-

25,000

LIABILITIES

CURRENT

Bank Indebtedness	-
Accounts Payable	-
Accrued and Other Payables	-
Development Fees Payable	-
Known Product Defects	-
Warranty Items	-
Income Tax Payable	-
Deferred Revenue	-
	<u>-</u>

LONG TERM DEBT

25,000

DEFERRED INCOME TAXES

-

25,000

SHAREHOLDERS' EQUITY

SHARE CAPITAL

CURRENT EARNINGS (LOSS)	-
-------------------------	---

Translation Adjustment	-
------------------------	---

Share capital Preferred	-
-------------------------	---

Paid In Surplus	-
-----------------	---

RETAINED EARNINGS	-
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-

\$ 25,000

-

WiMacTel, Inc.

EXHIBIT D

Resumes of Key Employees

James MacKenzie, President & Chief Executive Officer, WiMacTel, Inc.

James is an accomplished executive with over 25 years of experience in Business Leadership, M&A, Sales and Marketing, Strategic Planning, Technology and cross functional management of all business disciplines. James has been involved in the public communications industry for over 15 years and has extensive experience in all aspects of the payphone business. He has held the following positions in his career prior to WiMacTel: President & CEO of QuorTech Solutions, Inc., the leading supplier of payphones, parts, and repair/refurbishment to the payphone industry, where he is responsible for overall management and strategic direction of the company, Group Vice President at Gores Technology Group where he was responsible for due diligence, formulation and execution of detailed operating plans and accountable for strategic direction and financial performance of a portfolio of companies providing direction to assigned CEO's and General Manager and Vice President, Nortel Networks Payphone Division where he was responsible for overall management and strategic direction of the payphone division as well as various other Technology, Product Management and Sales roles, Nortel Networks. James has a degree in Electrical Engineering and has been educated in Executive Finance at Queen's University in Kingston Ontario.

John Wilson, Vice President & Chief Technology Officer, WiMacTel, Inc.

John is an accomplished executive with over 20 years of experience in Technology, M&A, Strategic Planning and cross functional management. John has in depth experience in reviewing, acquiring and transitioning new businesses, and in operational management. John has been involved in the public communications industry for over 10 years and has extensive knowledge of existing and new technologies associated with the payphone business. He has held the following positions prior to WiMacTel: Vice President & CTO of QuorTech Solutions, Inc where he is responsible for all aspects of technology direction and delivery, M&A, Gores Technology Group where he was responsible for due diligence, technology centric analysis, intellectual property management and technology strategic planning and CTO of iTDi where he was responsible for overall technology strategy and delivery as well as various other Technology roles, Nortel Networks. John has a degree in Electrical Engineering Science from the University of Western Ontario, London. and has been educated in Executive Finance at Queen's University, Kingston Ontario.

Alvaro Quiros, Vice President & Chief Marketing Officer, WiMacTel, Inc.

Al is an accomplished sales executive with over 20 years of experience in Sales, Account Management and Marketing. Al has in depth experience in analyzing and developing marketing strategies. Al has been involved in the public communications industry for over 18 years and has extensive knowledge and understanding of the payphone business case and life cycle management. He has held the following positions prior to WiMacTel: Vice President Sales, QuorTech Solutions, Inc. where he is responsible for sales and marketing to the United States, Mexico and Latin America as well as various other sales and account management roles for Elcotel Telecommunications which developed the first smart payphone for the Independent Payphone Provider in 1992. Al has a degree in Economics from Stetson University in Deland, Florida and the University of Madrid in Spain.

WiMacTel, Inc.

EXHIBIT E

Proposed Local Exchange and Interexchange Services Tariff

RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO END USER

LOCAL EXCHANGE
AND
INTEREXCHANGE

TELECOMMUNICATIONS SERVICES TARIFF

OF

WiMacTel, Inc.

WITHIN THE STATE OF SOUTH CAROLINA

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange and interexchange telecommunications services provided by WiMacTel, Inc. with principal offices at 1882 Porter Lake Drive, Suite 101, Sarasota, FL 34240 for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued:

Issued by:

James MacKenzie, President and CEO
1882 Porter Lake Drive, Suite 101
Sarasota, FL 34240
Toll Free: (888) 476-0881
E-mail: info@wimactel.com

Effective:

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Access Services	Section 8
Special Arrangements	Section 9
Promotional Offerings	Section 10
Current Price List	Section 11

Issued:

Effective:

Issued by:

James MacKenzie, President and CEO
1882 Porter Lake Drive, Suite 101
Sarasota, FL 34240
Toll Free: (888) 476-0881
E-mail: info@wimactel.com

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
	Title	Original *	2	21	Original *
Preface	1	Original *	2	22	Original *
Preface	2	Original *	2	23	Original *
Preface	3	Original *	2	24	Original *
Preface	4	Original *	2	25	Original *
Preface	5	Original *	2	26	Original *
Preface	6	Original *	2	27	Original *
1	1	Original *	2	28	Original *
1	2	Original *	2	29	Original *
1	3	Original *	2	30	Original *
1	4	Original *	2	31	Original *
1	5	Original *	2	32	Original *
2	1	Original *	2	33	Original *
2	2	Original *	2	34	Original *
2	3	Original *	2	35	Original *
2	4	Original *	2	36	Original *
2	5	Original *	2	37	Original *
2	6	Original *	2	38	Original *
2	7	Original *	2	39	Original *
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2	11	Original *	4	1	Original *
2	12	Original *	4	2	Original *
2	13	Original *	4	3	Original *
2	14	Original *	4	4	Original *
2	15	Original *	4	5	Original *
2	16	Original *	5	1	Original *
2	17	Original *			
2	18	Original *			
2	19	Original *			
2	20	Original *			

* - indicates those pages included with this filing

 Issued:

Effective:

Issued by:

James MacKenzie, President and CEO
 1882 Porter Lake Drive, Suite 101
 Sarasota, FL 34240
 Toll Free: (888) 476-0881
 E-mail: info@wimactel.com

CHECK SHEET, (CONT'D.)

SECTION	PAGE	REVISION		SECTION	PAGE	REVISION	
5	2	Original	*	11	1	Original	*
5	3	Original	*	11	2	Original	*
5	4	Original	*	11	3	Original	*
5	5	Original	*	11	4	Original	*
6	1	Original	*	11	5	Original	*
6	2	Original	*	11	6	Original	*
6	3	Original	*	11	7	Original	*
6	4	Original	*	11	8	Original	*
6	5	Original	*	11	9	Original	*
7	1	Original	*	11	10	Original	*
8	1	Original	*	11	11	Original	*
9	1	Original	*	12	1	Original	*
9	2	Original	*	12	2	Original	*
9	3	Original	*	12	3	Original	*
9	4	Original	*	12	4	Original	*
9	5	Original	*	12	5	Original	*
10	1	Original	*				

* - indicates those pages included with this filing

Issued:

Effective:

Issued by:

James MacKenzie, President and CEO
 1882 Porter Lake Drive, Suite 101
 Sarasota, FL 34240
 Toll Free: (888) 476-0881
 E-mail: info@wimactel.com

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rate.
- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate.
- (S) - To signify reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

Issued:

Issued by:

James MacKenzie, President and CEO
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Toll Free: (888) 476-0881
E-mail: info@wimactel.com

Effective:

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the provision of competitive local and interexchange telecommunications services by WiMacTel, Inc. for the use of Customers in transmitting messages within the State of South Carolina, subject to the jurisdiction of the South Carolina Public Service Commission (○Commission○). Services include, but are not limited to resold and facilities-based voice services within the State of South Carolina. The services of WiMacTel are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

The rates and regulations contained in this Tariff apply only to the services furnished by WiMacTel and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.

This tariff is on file with the South Carolina Public Service Commission. In addition, this tariff is available for review at the main office of WiMacTel, Inc. at 1882 Porter Lake Drive, Suite 101, Sarasota, FL 34240.

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - DEFINITIONS

Account – All local exchange access lines billed to a single location by Billed Telephone Number (BTN).

Advance Payment - Part or all of a payment required before the start of service.

Aggregator - Any person, excluding local exchange carriers and cellular service providers that, in the ordinary course of its operations, make telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Commission - South Carolina Public Service Commission.

Company - Whenever used in this tariff, "Company" refers to WiMacTel, Inc., unless otherwise specified or clearly indicated by the context.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

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SECTION 1 - DEFINITIONS, (CONT'D.)

End Office - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by BellCore.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company network. Presubscribed Customers may also route interexchange calls to the Company network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Individual Case Basis (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

IXC or Interexchange Carrier- A long distance telecommunications services provider.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

Joint User - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

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SECTION 1 - DEFINITIONS, (CONT'D.)

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

Local Calling - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the Calling Station.

Monthly Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

MOU - Minutes of Use.

Non-Recurring Charge (ONRCO) - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

ORS - South Carolina Office of Regulatory Staff.

PIN - Personal Identification Number. See Authorization Code.

Point of Presence (OPOPO) - Point of Presence

Premises - The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

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SECTION 1 - DEFINITIONS, (CONT'D.)

Service - Any means of service offered herein or any combination thereof.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Services - The Company telecommunications services offered on the Company network.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company outbound service such that "1 + 10-digit number" calls are automatically routed to the Company or an IXC network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

Station - The network control signaling unit and any other equipment provided at the Customer premises which enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

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SECTION 1 - DEFINITIONS, (CONT'D.)

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

User (or End User) - Any person or entity that obtains the Company's services provided under this tariff, regardless of whether such person or entity is so authorized by the Customer.

WiMacTel- WiMacTel, Inc., issuer of this tariff.

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SECTION 2 - REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of South Carolina.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions.

2.1.2 Shortage of Equipment or Facilities

- A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B.** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions**

- A. Minimum Period** – Service is provided month-to-month or in a term agreement. The minimum term period is one (1) year unless otherwise specified in this tariff or mutually agreed upon by contract. Penalties may apply for early termination of the term agreement
- B.** Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Continuation of Service:** Except as otherwise stated in this tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall be renewed automatically for a one (1) year term, unless the Customer provides notice of intent not to renew such agreement at least thirty (30) days prior to the end of the initial or any additional term. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E.** Service may be terminated upon written notice to the Customer if:
 - .1 the Customer is using the service in violation of this tariff; or
 - .2 the Customer is using the service in violation of the law.
- F.** This tariff shall be interpreted and governed by the laws of the state of South Carolina regardless of its choice of laws provision.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

- G.** Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 2. Any delay or failure of performance or equipment due to causes beyond the Company control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of Company facilities and services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 5. Breach in the privacy or security of communications transmitted over Company facilities;

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

D. (Cont'd.)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities;
9. Any non-completion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- G.** Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- H.** Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company, its representatives and agents. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (Cont'd.)****I. With respect to Emergency Number 911 Service:**

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (Cont'd.)****I. With respect to Emergency Number 911 Service, (Cont'd.)**

3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

- A.** The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities, (Cont'd.)**

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A.** where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B.** of a type other than that which the Company would normally utilize in the furnishing of its services;
- C.** over a route other than that which the Company would normally utilize in the furnishing of its services;
- D.** in a quantity greater than that which the Company would normally construct;
- E.** on an expedited basis;
- F.** on a temporary basis until permanent facilities are available;
- G.** involving abnormal costs; or
- H.** in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this rate sheet remains in the Company, its partners, agents, contractors or suppliers.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.2 Prohibited Uses**

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer****2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A.** the payment of all applicable charges pursuant to this tariff;
- B.** damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C.** providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C.) Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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SECTION 2 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.1 General, (Cont'd.)**

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.3 Responsibilities of the Customer, (Cont'd.)****2.3.2 Liability of the Customer**

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels****2.4.1 General**

A User may transmit or receive information or signals via the facilities of the Company. Company services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with Company equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A.** Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels, (Cont'd.)****2.4.3 Interconnection of Facilities**

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities or equipment of others shall be provided at the Customer's expense.
- B.** Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of other communications carriers that are applicable to such connections.
- C.** Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.
- D.** Customers may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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SECTION 2 - REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels, (Cont'd.)****2.4.4 Inspections**

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C. Upon initiation or termination of service, Customer billing will commence, or terminate, with the next available bill cycle. Monthly recurring charges are not prorated based on the actual number of days that the Customer had service during the billing cycle.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges, (Cont'd.)**

- D.** Billing of the Customer by the Company will begin on the first day of the next available bill cycle following the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order.
- E.** If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, thirty (30) days following the invoice date, then a late payment penalty shall be due the Company. Late payment charges may be applied as allowed pursuant to South Carolina Public Service Commission Reg. 103-622.2 which provides that a maximum one and one half percent (1 1/2%) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. Billings for 900 and 900-type charges or non-regulated items are excluded from the balance on which a late charge may be imposed.
- F.** The Customer will be assessed a charge for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor. The charge may equal but not exceed the rate allowed by the S.C. Code Annotated Section 34-11-70.
- G.** If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.3 Disputed Bills**

- A.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B.** The Customer should notify the Company of any disputed items on an invoice within an interval from receipt of the invoice that is within the State's statute of limitations. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Office of Regulatory Staff, between the hours of 8:30 AM to 5:30 PM, in accordance with the Commission's rules of procedure. The address and telephone number of the Office of Regulatory Staff is as follows:
- Office of Regulatory Staff
1401 Main Street, Suite 900
Columbia, SC 29201
(800) 922-1531
- C.** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.4 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one (1) month's charges for the service or facility and additional (1) month advance payment for each subsequent month. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The initial advance payment will be credited to the Customer's initial bill. Subsequent advance payments will be credited on the appropriate monthly bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.5 Deposits**

- A.** The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges in accordance with South Carolina Public service Commission Rules. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
- B.** The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two times the average monthly bill for residential Customers whose bills are payable in advance. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- C.** The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- D.** Deposits will accrue interest annually in accordance with South Carolina Public Service Commission Rules. The interest accrued is 8% annually. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date. Credits will be applied as allowed under S.C. reg. 103.623.
- E.** The Company shall annually and automatically refund the deposits of Customers who have paid bills for 24 consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.5 Deposits, (Cont'd.)**

- F.** The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.
- G.** Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the company. A transfer of service from one location to another within the Company's serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.
- H.** Deposits will be refunded after twelve months of timely payment, with interest as specified above.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.6 Cancellation of Application for Service**

- A.** Applications for service cannot be canceled without Company agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B.** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C.** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D.** Special charges described in 2.5.6 A. through 2.5.6 C. will be calculated and applied on a case-by-case basis.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.6 Discontinuance of Service**

2.6.1 Service may be terminated for non-payment of a bill, provided that the telephone utility has made a reasonable attempt to effect collection and has given the Customer written notice that he has five (5) days in which to make settlement on his account or have his service disconnected. Service will be terminated only on Monday through Thursday between 8:00 am and 4:00 pm, unless provisions have been made to have someone available to accept payment and reconnect service.

2.6.2 Service may be refused or discontinued for any of the reasons listed below. Unless otherwise stated, the Customer shall be allowed a reasonable time in which to comply with the rule before service is discontinued.

- A.** Without notice in the event of a condition determined by the utility to be hazardous or dangerous.
- B.** Without notice in the event of Customer use of equipment in such a manner as to adversely affect the utility's service to others.
- C.** Without notice in the event of an unauthorized use of telephone service.
- D.** For Customer tampering with equipment furnished and owned by the utility.
- E.** For violation of and/or non-compliance with the Commission's Orders or regulations governing service supplied by the Company.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service, (Cont'd.)

2.6.2 (Cont'd.)

- F.** For failure of the Customer to fulfill his contractual obligations for service and/or facilities subject to regulation by the Commission.
- G.** For failure of the Customer to permit the utility reasonable access to its equipment.
- H.** For failure of the Customer to provide the utility with a deposit as authorized by 103-621(2).
- I.** For failure to furnish permits, certificates, and/or right-of-ways, as necessary to obtain service, or in the event such permissions are withdrawn or terminated
- J.** Where there is probable cause to believe that there is illegal or willful misuse of the Company service.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.7 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1 General

- A.** A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by Company agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.7 Allowances for Interruptions in Service, (Cont'd.)****2.7.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- A.** Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- F.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.7 Allowances for Interruptions in Service, (Cont'd.)****2.7.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.7.4 Application of Credits for Interruptions in Service

- A.** Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C.** A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.7 Allowances for Interruptions in Service, (Cont'd.)****2.7.4 Application of Credits for Interruptions in Service, (Cont'd.)****D. Interruptions of 24 Hours or Less**

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.7 Allowances for Interruptions in Service, (Cont'd.)****2.7.5 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

2.8 Use of Customer's Service by Others**2.8.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.8.2 Resale and Sharing

SECTION 2.8.2 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE SOUTH CAROLINA PUBLIC SERVICE TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this tariff. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the South Carolina Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.9 Cancellation by Customer**

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue through the end of the Customer's bill cycle, unless otherwise noted in the description of the service affected. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

2.10 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.11 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

2.11.1 to any subsidiary, parent company or affiliate of the Company; or

2.11.2 pursuant to any sale or transfer of substantially all the assets of the Company; or

2.11.3 pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.12 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains Company services provided under this tariff.

2.12.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A.** The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B.** A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C.** The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D.** The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.
- E.** The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company was affected.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.13 Notices and Communications**

- 2.13.1** The Customer shall designate on the Service Order the address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.
- 2.13.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.13.3** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.13.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.14 Taxes, Fees and Surcharges

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to, Federal Excise Tax, State Sales Tax and Municipal Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.15 Miscellaneous Provisions****2.15.1 Telephone Number Changes**

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.15.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

2.15.3 Marketing

As a telephone utility under the regulation of the South Carolina Public Service Commission, the Company hereby asserts and affirms that as a reseller of intrastate service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and the Company will comply with those marketing practices, if any, set forth by the Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketer's for compliance with this provision. The Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the State of South Carolina.

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SECTION 3 - SERVICE AREAS**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

- 1) BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina
- 2) CenturyLink (f/n/a Embarq)
- 3) Verizon South, Inc.

3.2 Rate Groups

Charges for local services provided by the Company may be based, in part, on the Rate Group associated with the Customers End Office. The Rate Group is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

3.2.1 AT&T Service Area

Rate Group	Exchange Access Lines and PBX Trunks In Local Calling Area - Upper Limit
1	up to 7,000
2	7,001 up to 15,000
3	15,001 up to 28,500
4	28,501 up to 50,000
5	50,001 up to 78,000
6	78,001 up to 125,000
7	125,001 +

3.2.2 CenturyLink Service Area

Rate Group	Local Exchange Service Lines
1	0-6,250
2	6,251-45,000
3	45,001-

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SECTION 3 - SERVICE AREAS, (CONT'D.)**3.2 Rate Groups, (Cont'd.)****3.2.3 Verizon Service Area**

Rate Group	Local Exchange Service Lines
1	0-6,250
2	6,251+

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SECTION 4 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

4.1.1 General

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

New Installation Charge - applies to requests for initial connection or establishment of telephone service to the Company. This charge applies to each line installed.

Technician Dispatch Charge - applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to move, add, change or install service, or to isolate a problem reported to the Company which cannot be handled remotely. This charge also applies when the Customer fails to meet the Company agent or employees for the prearrangement appointment as requested.

Service Order Change Charge - applies to work associated with Customer-requested changes to existing services, including adding or deleting line features. One Service Order Change Charge applies for each change order requested by the Customer. If multiple changes are requested by the Customer and occur on the same order, only one charge applies.

Move Charge - applies when a Customer requests a move or change in physical location of each line. This charge applies whether a Customer changes a telephone number or not. In addition, if the Customer requests a telephone number change, a separate charge may apply.

Telephone Number Change Charge - applies to each Customer-initiated change in telephone number.

Record Order Change Charge - applies when billing or contact information is changed on a Customer account.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D)**4.1 Service Order and Change Charges, (Cont'd)****4.1.2 Maximum Rates****A. AT&T Service Area**

New Installation Charge:	Maximum
First Line:	\$150.00
Each Add'l Line ¹	\$75.00
Technician Dispatch Charge, per visit:	\$100.00
Service Order Change Charge, per order:	\$20.00
Move Charge, per line:	\$75.00
Telephone Number Change Charge, per request:	\$60.00
Record Order Change Charge:	\$20.00

B. Embarq Service Area

New Installation Charge:	Maximum
First Line:	\$200.00
Each Add'l Line ¹	\$80.00
Technician Dispatch Charge, per visit:	\$100.00
Service Order Change Charge, per order:	\$50.00
Move Charge, per line:	\$50.00
Telephone Number Change Charge, per request:	\$50.00
Record Order Change Charge:	\$25.00

¹ Rate applies to lines ordered at same time.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D)**4.1 Service Order and Change Charges, (Cont'd)****4.1.2 Maximum Rates, (Cont'd.)****C. Verizon Service Area**

	Maximum
New Installation Charge, per line:	\$130.00
Technician Dispatch Charge, per visit:	\$190.00
Service Order Change Charge, per order:	\$20.00
Move Charge, per line:	\$100.00
Telephone Number Change Charge, per request:	\$100.00
Record Order Change Charge:	\$20.00

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D)**4.2 Premises Visit Charge**

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

	All Areas
Maximum Rate Per Hour	\$75.00

4.3 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 1 of this Tariff.

	AT&T Area	Embarq Area	Verizon Area
Maximum Restoration, per line:	\$50.00	\$50.00	\$50.00

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D)**4.4 Public Telephone Surcharge**

In order to recover Company expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

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SECTION 5 – BASIC SERVICES AND RATES

5.1 General

Local exchange service is offered to business and residential Customers on a presubscription basis from equal access originating end offices only. Service is provided on a term basis only. Unless otherwise specified, the minimum term is one (1) year. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

5.1.1 Application of Business Rates

- A. The determination as to whether telephone service should be classified as Business or residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.

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SECTION 5 – BASIC SERVICES AND RATES, (CONT'D.)

5.1 General (Cont'd.)

5.1.1 Application of Business Rates (Cont'd.)

B. Business rates apply at the following locations, among others:

- .1 In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
- .2 In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.
- .3 In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.
- .4 In any residence location where there is substantial business use of the service and the customer has no service at business rates.

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SECTION 5 – BASIC SERVICES AND RATES, (CONT'D.)**5.1 General (Cont'd.)****5.1.2 Charges Based on Duration of Use**

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A.** Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- B.** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C.** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D.** Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E.** All times refer to local time.

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SECTION 5 – BASIC SERVICES AND RATES, (CONT'D.)**5.1 General, (Cont'd.)****5.1.3 Basic Local Exchange Service**

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- A.** receive calls from other stations on the public switched telephone network;
- B.** access the Company's Local Calling Services and other Services as set forth in this tariff;
- C.** access interexchange calling services of the Company and of other carriers;
- D.** access (at no additional charge) to the Company's operators and business office for service related assistance;
- E.** access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- F.** access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Basic local exchange service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.

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SECTION 6 – SUPPLEMENTAL SERVICES AND RATES**6.1 Directory Assistance Services****6.1.1 Directory Assistance Service**

Directory Assistance is available to Customers of WiMacTel service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call

Intrastate Directory Assistance	\$1.75
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6.1.2 Call Completion Service

The Company Directory Assistance operator, or automated attendant, will complete the call to the number requested by the Customer without requiring the Customer to redial the number. A Directory Assistance Call Completion charge applies for this service. This charge is in addition to the charge for determining the telephone number requested by the Customer and in addition to any usage and per call charges associated with placing the call.

A. Directory Assistance Call Completion, Per Call

Per Call Charge:	\$1.00
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SECTION 6 – SUPPLEMENTAL SERVICES AND RATES (CONT'D)**6.2 Operator Service****6.2.1 General**

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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SECTION 6 – SUPPLEMENTAL SERVICES AND RATES (CONT'D)**6.2 Operator Service, (Cont'd.)****6.2.2 Busy Line Verification and Interrupt Service**

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

A Verification Charge will apply when:

- A.** The operator verifies that the line is busy with a call in progress, or
- B.** The operator verifies that the line is available for incoming calls.

Both a Verification Charge and an Emergency Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

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SECTION 6 – SUPPLEMENTAL SERVICES AND RATES (CONT'D)**6.2 Operator Service, (Cont'd.)****6.2.3 Maximum Rates Operator Service Rates****A. Maximum Usage Charges**

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

B. Maximum Per Call Service Charges**1. Local and IntraLATA**

	<u>AT&T</u> <u>Area</u>	<u>Embarq</u> <u>Area</u>	<u>Verizon</u> <u>Area</u>
Customer Dialed Calling Card	\$4.95	\$3.00	\$3.00
Operator Dialed Calling	\$5.50	\$4.00	\$3.00
Operator Assisted	\$5.00	\$4.00	\$3.00
Collect	\$4.99	\$3.00	\$3.00
Third Party Billed	\$4.99	\$4.00	\$3.00
Person-to-Person	\$9.99	\$9.00	\$5.00

2. InterLATA

	<u>AT&T</u> <u>Area</u>	<u>Embarq</u> <u>Area</u>	<u>Verizon</u> <u>Area</u>
Customer Dialed Calling Card	\$4.95	\$3.00	\$3.00
Operator Dialed	\$5.50	\$4.00	\$3.00
Operator Assisted	\$5.00	\$4.00	\$3.00
Collect	\$4.99	\$3.00	\$3.00
Third Party Billed	\$4.99	\$4.00	\$3.00
Person-to-Person	\$9.99	\$9.00	\$5.00

To the extent that the Company offers services to which the commission's operator service caps established in Docket 2000-407-C apply, the Company will comply with those caps.

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SECTION 6 – SUPPLEMENTAL SERVICES AND RATES (CONT'D)**6.2 Operator Service, (Cont'd.)****6.2.4 Rates for Busy Line Verification and Line Interrupt Service**

	<u>AT&T</u>	<u>Embarq</u>	<u>Verizon</u>
	<u>Area</u>	<u>Area</u>	<u>Area</u>
Maximum Busy Line Verification, per request	\$5.00	\$5.00	\$5.00
Maximum Emergency Interrupt Charge, per request	\$15.00	\$15.00	\$15.00

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SECTION 7 - LONG DISTANCE SERVICES AND RATES**7.1 WiMacTel Long Distance Base Plan**

WiMacTel Long Distance Service applies to aggregator locations for the provision of direct dial toll service from these locations. This service is offered to these locations and is billed to the aggregator for use when an End User inserts direct payment into the aggregator instrument.

7.1.1 Usage Rates**(A) Long Distance Option 1**

Long Distance Option 1 plan is for services offered to aggregator locations and billed in one (1) minute increments, with a minimum billing period of one (1) minute.

	Initial Period	Each Add'l 1 Period
Less than 1000 ANI's	\$0.02520	\$0.02520
1000 + ANI's	\$0.01890	\$0.01890

(B) Long Distance Option 2

Long Distance Option 2 plan is for services offered to aggregator locations and billed in six (6) second increments, with a minimum billing period of eighteen (18) seconds.

	Initial Period	Each Add'l 1 Period
Less than 1000 ANI's	\$0.00756	\$0.00252
1000 + ANI's	\$0.00567	\$0.00189

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SECTION 8 - ACCESS SERVICES

8.1 General

The Company currently does not propose to provide Switched Access Service within the state. If and when the company does provide this service, the rates and regulations for the Company's Access Services will be found in the Company's South Carolina Tariff No. 2.

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SECTION 9 - SPECIAL ARRANGEMENTS**9.1 Special Construction****9.1.1 Basis for Charges**

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- A. nonrecurring charges;
- B. recurring charges;
- C. termination liabilities; or
- D. combinations of (A), (B), and (C).

9.1.2 Basis for Cost Computation

The costs referred to in 10.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - 1. equipment and materials provided or used;
 - 2. engineering, labor, and supervision;
 - 3. transportation; and
 - 4. rights of way and/or any required easements.
- B. Cost of maintenance.

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SECTION 9 - SPECIAL ARRANGEMENTS (CONT'D)

9.1 Special Construction (Cont'd.)

9.1.2 Basis for Cost Computation (Cont'd.)

- C.** Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
- D.** Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- E.** License preparation, processing, and related fees.
- F.** Tariff preparation, processing and related fees.
- G.** Any other identifiable costs related to the facilities provided; or
- H.** An amount for return and contingencies.

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SECTION 9 - SPECIAL ARRANGEMENTS (CONT'D)**9.1 Special Construction (Cont'd.)****9.1.3 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

- A.** The period on which the termination liability is based is the estimated service life of the facilities provided.
- B.** The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - .1 Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - (a.) equipment and materials provided or used;
 - (b.) engineering, labor, and supervision;
 - (c.) transportation; and
 - (d.) rights of way and/or any required easements;
 - .2 license preparation, processing, and related fees;
 - .3 tariff preparation, processing and related fees;
 - .4 cost of removal and restoration, where appropriate; and
 - .5 any other identifiable costs related to the specially constructed or rearranged facilities.
- C.** The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.3.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 9.1.3.B preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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SECTION 9 - SPECIAL ARRANGEMENTS (CONT'D)**9.2 Non-Routine Installation and/or Maintenance**

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 9 - SPECIAL ARRANGEMENTS (CONT'D)**9.3 Individual Case Basis (ICB) Arrangements**

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- a. LATA and type of switch
- b. The V&H distance from the central office to the customer's premises
- c. Service description
- d. Rates and charges
- e. Quantity of circuits
- f. Length of the agreement.

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SECTION 10 - PROMOTIONAL OFFERINGS**10.1 General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area. The Company shall file promotions with the Commission for tariff approval prior to offering service at promotional rates

10.2 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month.

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SECTION 11 - PUBLIC TELEPHONE SERVICES

11.1 General

Public Telephone Services provide a Payphone Service Provider ("PSP") with a connection to the Company's switching network for the purpose of accessing measured services and features provided by the Company on Federal Communications Commission (FCC) registered Customer-owned Coin Operated Telephones (COCOTs) and Customer-owned coinless telephones.

Connection charges, as described, apply to all services on a one-time basis unless waived pursuant to this Tariff.

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SECTION 11 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

11.2 Public Access Lines

11.2.1 General

Public Access Lines (PAL) are voice grade individual business exchange lines which provide exchange access from the Customer's premises to the Company's central office facilities for the purpose of connecting COCOTs or Customer-owned coinless telephones to the Company's network.

Coin, coinless and combination coin and coinless telephones may be connected only to PAL individual message rate service. PAL lines terminate in Company-provided jacks or interfaces.

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SECTION 11 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

11.2 Public Access Lines, (Cont'd.)

11.1.2 Types of Public Access Lines

- (A) **Basic Public Access Lines** - Basic Public Access Lines (BPAL) are measured service lines arranged for either two way (incoming and outgoing) calling or one way (outgoing) calling.
- (B) **Enhanced Business Public Access Lines** - Enhanced Business Public Access Lines (EBPAL) have all of the BPAL services. In addition, EBPAL services include Billed Number Screening and PAL Blocking features.

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SECTION 11 - PUBLIC TELEPHONE SERVICES, (CONT'D.)**11.2 Public Access Lines, (Cont'd.)****11.2.3 Feature Descriptions**

Outward Call Screening - this feature is designed to prevent a PAL user from obtaining service through an operator when such service is billed to the calling number. An Automated Number Identification (ANI) code is transmitted to alert the operator and carrier systems that the call is originating from a PAL and may require special handling and billing treatment. If the facilities of an interexchange carrier are not compatible with the Company's signaling arrangements, directly dialed interLATA calls may be blocked by the carrier.

- (A) PAL Blocking Option 1 - this feature blocks a PAL user from prefixes 394, 540, 550, 910, 920 and 970 and the service access codes 700 and 900.
- (B) PAL Blocking Option 2 - this feature blocks a PAL user from prefixes 394, 540, 550, 970 and 976 and the service access codes 700 and 900.
- (C) International Direct Dialed (011) Blocking - this feature blocks a PAL user from international directly dialed calls.
- (D) Billed Number Screening - this feature is designed to permit operator systems to disallow incoming collect and third number calls to the BPAL line when such calls originate within the continental United States and when such calls are processed through the national data base known as Billing Validation Application.

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SECTION 11 - PUBLIC TELEPHONE SERVICES, (CONT'D.)**11.2 Public Access Lines, (Cont'd.)****11.2.4 Rates and Charges**

Public Access Lines (PAL) rates and charges are based on the following items:

(A) Monthly flat charges

These charges are based on the type of PAL ordered and any optional features accompanying the PAL that is not included in the type of PAL ordered.

(B) Message usage rates and charges

These rates and charges are for local and toll message usage. In addition, all other regulations governing business individual access lines apply. PAL Customers are liable for all usage and monthly charges incurred on PAL access lines.

(C) Trouble Isolation Charge

The Trouble Isolation Charge applies when a visit to the Customer's premises is necessary to isolate a problem. Regulations and rates applicable to the End User Common Line charge for multiline business service apply to public access lines. Optional features for public access lines such as Touch-Tone and Custom Calling Services are furnished at existing tariff rates and charges for business service, subject to the availability of facilities. There is no charge to COCOTs for local and intraLATA Directory Assistance calls.

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SECTION 11 - PUBLIC TELEPHONE SERVICES, (CONT'D.)**11.2 Public Access Lines, (Cont'd.)****11.2.4 Rates and Charges, (cont'd.)****(A) Monthly Flat Charges per line and usage**

Exchange	\$17.07
All Exchanges	\$17.07

(B) Installation Charge**(1) Per Line Installation Charge**

Exchange	\$64.00
All Exchanges	\$64.00

(2) Per Line Conversion Charge

Exchange	\$35.00
All Exchanges	\$35.00

(C) PAL surcharge

Monthly Surcharge per Access Line	\$0.25
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SECTION 11 - PUBLIC TELEPHONE SERVICES, (CONT'D.)**11.3 Public Access Smart-Pay Lines****11.3.1 General**

Public Access Smart-Pay Lines (PASL) service is comprised of individual business exchange lines with coin or coinless functionality offered to Payphone Providers (PSPs) for the purpose of accessing measured service and features provided by the Company. PASLs are furnished from suitably equipped central offices, subject to the availability of facilities.

Coin, coinless and combination coin and coinless telephones may be connected only to PAL individual message rate service. PAL lines terminate in Company-provided jacks or interfaces.

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SECTION 11 - PUBLIC TELEPHONE SERVICES, (CONT'D.)**11.3 Public Access Smart-Pay Lines, (Cont'd.)****11.3.2 Types of Public Access Smart-Pay Lines**

- (A) One Way Basic Coin Access Line (BCAL1) - BCAL1 is a standard Dial Tone First (DTF) coin line which provides only outgoing service with the following features as described in Section 6.3.3.
- (1) PAL Blocking Option 2
 - (2) Billed Number Screening (BNS)
 - (3) Outward Call Screening (OCS)
 - (4) International Direct Dialed (011) Blocking (IDDB)
 - (5) Operator System Coin Control (OSCC)
- A standard DTF coin line enables customers to dial certain calls without requiring coin deposits (e.g., "911" Emergency Service).
- (B) Two Way Basic Coin Access Line (BCAL2) - BCAL2 is a standard DTF coin line which provides only outgoing and incoming service with the following features as described in Section 6.3.3.
- (1) PAL Blocking Option 2
 - (2) Billed Number Screening (BNS)
 - (3) Outward Call Screening (OCS)
 - (4) International Direct Dialed (011) Blocking (IDDB)
 - (5) Operator System Coin Control (OSCC)
- (C) Charge-A-Call Public Access Line - Charge-A-Call service is a coinless line which provides only outgoing service on an authorized credit/calling card basis with the OCS and BNS as described in Section 6.3.3. One-Plus (1+) dialing (except Toll-Free numbers and 555) is not permitted.

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SECTION 11 - PUBLIC TELEPHONE SERVICES, (CONT'D.)**11.3 Public Access Smart-Pay Lines, (Cont'd.)****11.3.3 Feature Descriptions**

- (A) Outward Call Screening - this feature is designed to prevent a PAL user from obtaining service through an operator when such service is billed to the calling number. An Automated Number Identification (ANI) code is transmitted to alert the operator and carrier systems that the call is originating from a PAL and may require special handling and billing treatment. If the facilities of an interexchange carrier are not compatible with the Company's signaling arrangements, directly dialed interLATA calls may be blocked by the carrier.
- (B) PAL Blocking Option 1 - this feature blocks a PAL user from prefixes 394, 540, 550, 910, 920 and 970 and the service access codes 700 and 900.
- (C) PAL Blocking Option 2 - this feature blocks a PAL user from prefixes 394, 540, 550, 970 and 976 and the service access codes 700 and 900.
- (D) International Direct Dialed (011) Blocking - this feature blocks a PAL user from international directly dialed calls.
- (E) Billed Number Screening - this feature is designed to permit operator systems to disallow incoming collect and third number calls to the BPAL line when such calls originate within the continental United States and when such calls are processed through the national data base known as Billing Validation Application.

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SECTION 11 - PUBLIC TELEPHONE SERVICES, (CONT'D.)**11.3 Public Access Smart-Pay Lines, (Cont'd.)****11.3.3 Feature Descriptions, (Cont'd.)**

- (F) Line Side Answer Supervision - this feature is designed to improve the accuracy of COCOT timing of sent paid calls. The feature provides "off-hook" supervisory signals to customer premises equipment of the Public Telephone Service Customer when the called party answers the call. When a called party on-hook at the end of a call is detected, the reverse battery is returned to normal indication that the called party has disconnected from the call.
- (G) Operator System Coin Control - this feature is designed to provide control of 0-, 0+ and 1+ dialing from BCAL station. With Operator System Coin Control, sent-paid interLATA calls from BCAL1 and BCAL2 stations, if permitted by the Presubscribed Interexchange Carrier (PIC), will be forwarded to the end user's designated PIC. Special billing/coin sharing arrangements between BCAL Customers and their respective carriers will be necessary.

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SECTION 11 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

11.3 Public Access Smart-Pay Lines, (Cont'd.)

11.3.4 Rates and Charges

Public Access Smart-Pay Lines (PASL) rates and charges are based on the following items:

(A) Monthly flat charges

These charges are based on the type of PASL ordered and any optional features accompanying the PASL that is not included in the type of PASL ordered.

(B) Message usage rates and charges

These charges are for local calls for Dial Sent-Paid Calls from Basic Coin Access Lines. In addition, all other regulations governing business individual access lines apply. PASL Customers are liable for all usage and monthly charges incurred on PASL access lines.

(C) Service Connection Charges

(D) The rates applicable for Public Access Smart Pay Line service are the same as the rates and services found in Section 11.2.4 of this document.

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SECTION 12 - CURRENT PRICE LIST**12.1 Service Charges and Surcharges****12.1.1 Service Order and Change Charges****A. AT&T Service Area**

New Installation Charge:	
First Line:	\$55.00
Each Add'l Line ¹ :	\$22.00
Technician Dispatch Charge, per visit:	\$95.00
Service Order Change Charge, per order:	\$10.00
Move Charge, per line:	\$50.00
Telephone Number Change Charge, per request:	\$50.00
Record Order Change Charge:	\$10.00

B. CenturyLink Service Area

New Installation Charge:	
First Line:	\$105.00
Each Add'l Line ¹ :	\$40.00
Technician Dispatch Charge, per visit:	\$95.00
Service Order Change Charge, per order:	\$25.00
Move Charge, per line:	\$25.00
Telephone Number Change Charge, per request:	\$25.00
Record Order Change Charge:	\$12.00

¹ Rate applies to lines ordered at same time.

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SECTION 12 - CURRENT PRICE LIST, (CONT'D.)**12.1 Service Charges and Surcharges, (Cont'd.)****12.1.1 Service Order and Change Charges, (Cont'd.)****C. Verizon Service Area**

New Installation Charge, per line:	\$65.00
Technician Dispatch Charge, per visit:	\$95.00
Service Order Change Charge, per order:	\$10.00
Move Charge, per line:	\$50.00
Telephone Number Change Charge, per request:	\$50.00
Record Order Change Charge:	\$10.0000

12.1.2 Premises Visit Charge

	All Areas
Rate Per Hour	\$50.00

12.1.3 Restoral Charge

	AT&T Area	Embarq Area	Verizon Area
Restoration, per line:	\$30.50	\$30.50	\$30.50

12.1.5 Public Telephone Surcharge

	AT&T Area	Embarq Area	Verizon Area
Rate Per Call:	\$0.60	\$0.60	\$0.60

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SECTION 12 - CURRENT PRICE LIST, (CONT'D.)**12.3 Supplemental Services, (Cont'd.)****12.3.2 Directory Assistance Services****A. Basic Directory Assistance**

	<u>AT&T</u> <u>Area</u>	<u>Embarq</u> <u>Area</u>	<u>Verizon</u> <u>Area</u>
Local and IntraLATA Toll, Per Call:	\$1.35	\$0.20	\$1.25
InterLATA Toll, Per Call:	\$1.35	\$0.95	\$1.50

B. Call Completion

	<u>AT&T</u> <u>Area</u>	<u>Embarq</u> <u>Area</u>	<u>Verizon</u> <u>Area</u>
Local and intraLATA Toll, Per Call:	\$0.35	\$0.50	\$0.35
InterLATA Toll, Per Call:	\$0.35	\$0.50	\$0.35

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SECTION 12 - CURRENT PRICE LIST, (CONT'D.)**12.3 Supplemental Services, (Cont'd.)****12.3.3 Operator Service****A. Operator Service****1. Usage Charges**

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

2. Per Call Service Charges**a. Local and IntraLATA**

			<u>AT&T</u> <u>Area</u>	<u>Embarq</u> <u>Area</u>	<u>Verizon</u> <u>Area</u>
Customer Dialed	Calling		\$0.75	\$1.00	\$1.00
Card					
Operator Dialed	Calling		\$1.25	\$1.75	\$1.25
Operator Assisted			\$1.25	\$1.75	\$1.25
Collect			\$2.50	\$1.00	\$1.25
Third Party Billed			\$2.20	\$1.25	\$1.25
Person-to-Person			\$3.00	\$3.50	\$2.50

b. InterLATA

			<u>AT&T</u> <u>Area</u>	<u>Embarq</u> <u>Area</u>	<u>Verizon</u> <u>Area</u>
Customer Dialed	Calling		\$1.00	\$1.00	\$1.00
Card					
Operator Dialed			\$1.50	\$1.75	\$1.25
Operator Assisted			\$1.50	\$1.75	\$1.25
Collect			\$2.75	\$1.00	\$1.25
Third Party Billed			\$2.45	\$1.25	\$1.25
Person-to-Person			\$3.50	\$3.50	\$2.50

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SECTION 12 - CURRENT PRICE LIST, (CONT'D.)**12.3 Supplemental Services, (Cont'd.)****12.3.3 Operator Service, (Cont'd.)****B. Busy Line Verification and Line Interrupt Service**

	<u>AT&T</u>	<u>Embarq</u>	<u>Verizon</u>
	<u>Area</u>	<u>Area</u>	<u>Area</u>
Busy Line Verification, per request	\$1.00	\$1.25	\$0.70
Emergency Interrupt Charge, per request	\$1.25	\$1.75	\$0.90

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